

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

|                                   |   |                        |
|-----------------------------------|---|------------------------|
| In re:                            | : | Chapter 11             |
|                                   | : | Case No. 01-1139 (JKF) |
| W.R. GRACE & CO., <u>et al.</u> , | : | Jointly Administered   |
| Debtors.                          | : |                        |

**TRANSFER OF CLAIM FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE. Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(4), Fed. R. Bankr. P., of the transfer, for security, of the claim referenced in this evidence and notice. Details of the extent of the interests transferred are set forth Exhibit A hereto.

|  |   |                                  |  |
|--|---|----------------------------------|--|
| <b>Name of Transferee:</b>   | UBS AG, Stamford Branch, as Collateral Agent  | <b>Name of Transferor:</b>       | Sheldon H. Solow, Solow Development Corp., Solovieff Realty Corp., LLC, and Solow Building Company LLC |
| <b>Name and address where notices to Transferee and payments on Claim should be sent</b> | UBS AG, Stamford Branch<br>677 Washington Blvd.<br>Stamford, CT 06901<br>Attn: Banking Products Services Agency | <b>Claim #</b>                   | 7020, as allowed by Settlement Agreement dated August 12, 2009.  |
| <b>Phone:</b>  | (203) 719-3000  | <b>Amount of Claim as Filed:</b> | \$35,000,000   |
| <b>Acct Reference</b>  | Solow Realty Dev Corp   |                                  |  |

*[remainder of page intentionally left blank]*

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Transferee:

By:  Date: 07/20/2011

Name:

Title:

**Blake Yaralian**

**UBS Securities LLC**

**Director**

By:  Date: 7/20/11

Name:

Title:

**Craig Klein**

**UBS Securities LLC**

**Executive Director**

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Exhibit A

Evidence of Transfer for Security

SHELDON H. SOLOW  
SOLOW DEVELOPMENT CORPORATION  
SOLOVIEFF REALTY CORP., LLC  
SOLOW BUILDING COMPANY, LLC  
c/o Solow Realty & Development Company, LLC  
9 West 57<sup>th</sup> Street  
45<sup>th</sup> Floor  
New York, New York 10019

June 17, 2011

W.R. GRACE & CO., ET. AL. (collectively, "Grace")  
7500 Grace Drive  
Columbia, MD 21044

UBS AG, Stamford Branch, as Collateral Agent  
under the Security Agreement referred to below,  
677 Washington Boulevard  
Stamford, Connecticut 06901

Re: Settlement Agreement dated August 12, 2009 (the "Settlement Agreement")  
by and between Sheldon H. Solow, Solow Development Corporation, Solovieff  
Realty Corp., LLC, and Solow Building Company, LLC (collectively,  
"Claimant"), and Grace

Ladies and Gentlemen:

Claimant represents that on April 25, 2011 it collaterally assigned its interests in and to the Settlement Agreement, including, without limitation, any monies to be paid to Claimant thereunder (the "Settlement Agreement Claim"), to UBS AG, Stamford Branch ("Collateral Agent"), pursuant to a Security Agreement from Claimant (among others) to Collateral Agent as security in part for a loan to be made to affiliates of Claimant.

On the basis of the foregoing representation, Claimant hereby irrevocably directs you to pay (A) all amounts payable to Claimant under the Settlement Agreement, net of all attorney's fees and expenses incurred by Claimant in connection with the Settlement Agreement ("Attorney's Fees") (which fees and expenses shall not exceed the lesser of (i) \$4,000,000 and (ii) an amount equal to the product of 11.5% *multiplied by* the aggregate cash proceeds Grace is required to pay under the Settlement Agreement) ("Settlement Proceeds") to the Collateral Agent as specified on Annex A hereto or to such other account as the Collateral Agent may direct and (B) upon payment of the amount described above in clause (A) to the Collateral Agent, Attorney's Fees shall be paid by Grace directly to Claimant. Claimant shall promptly provide Grace and the Collateral Agent notice of the amount of the Attorney's Fees prior to Grace's payment to the Collateral Agent, as described in this paragraph.

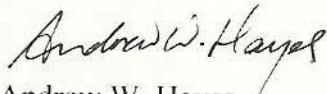
In reliance on Claimant's representations herein, Grace hereby (a) irrevocably consents to such collateral assignment and transfer of, and the granting of the security interest in the Settlement Agreement Claim, (b) agrees and confirms that all Settlement Proceeds shall be paid as provided in the immediately preceding paragraph, (c) confirms that such consent is entered into in the ordinary course of its business and (d) agrees and confirms that the Collateral Agent (and its successors and assigns) may, to the extent assigned by Claimant, exercise any legally permissible remedies with respect to the Claimant's interests in, to and under the Settlement Agreement and enforce the Settlement Agreement Claim.

Claimant acknowledges and agrees that nothing herein shall effect Claimant's obligations under the terms of the Settlement Agreement, including but not limited to Claimant's obligations pursuant to Paragraph 15 of the Settlement Agreement.

This letter shall remain in full force and effect until Grace receives written notice of termination signed by both Claimant and Collateral Agent.

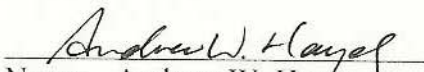
This letter may be signed in multiple counterparts, all of which shall constitute a single instrument. Counterparts of this letter sent by facsimile or scanned electronic mail attachment shall have the same effectiveness as manually-signed original counterparts hereof.

Very truly yours,

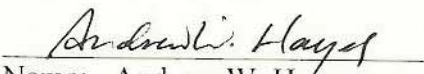


Andrew W. Hayes  
General Counsel

SOLOW DEVELOPMENT CORPORATION

By:   
Name: Andrew W. Hayes  
Title: General Counsel

SOLOVIEFF REALTY CORP., LLC

By:   
Name: Andrew W. Hayes  
Title: General Counsel

SOLOW BUILDING COMPANY, LLC

By: Andrew W. Hayes  
Name: Andrew W. Hayes  
Title: General Counsel

ACCEPTED & AGREED:

W.R. GRACE & CO., ET. AL., DEBTOR AND  
DEBTOR IN POSSESSION

By: Richard C. Finke  
Name: Richard C. Finke  
Title: Assistant General Counsel - Litigation

## Payment Instructions

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]



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FOR THE DISTRICT OF DELAWARE**

|                                   |   |                        |
|-----------------------------------|---|------------------------|
| -----X                            |   |                        |
| In re:                            | : | Chapter 11             |
|                                   | : | Case No. 01-1139 (JKF) |
| W.R. GRACE & CO., <u>et al.</u> , | : | Jointly Administered   |
| Debtors.                          | : |                        |
| -----X                            |   |                        |

**NOTICE OF TRANSFER OF CLAIM FOR SECURITY**

Claim No. 7020 (as allowed by Settlement Agreement dated August 12, 2009) was filed in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim For Security in the clerk's office of this court on [(date) ].

|                                      |   |  |   |
|--------------------------------------|---|--|---|
| <b>Name of Alleged Transferor:</b>   | Sheldon H. Solow,<br>Solow Development<br>Corp., Solovieff<br>Realty Corp., LLC,<br>and Solow Building<br>Company LLC | <b>Name of<br/>Alleged<br/>Transferee:</b>   | UBS AG, Stamford<br>Branch, as Collateral<br>Agent  |
| <b>Address of Alleged Transferor</b> | 9 West 57th Street<br>New York, NY 10019  | <b>Address of<br/>Alleged<br/>Transferee</b> | UBS AG, Stamford<br>Branch<br>677 Washington Blvd.<br>Stamford, CT 06901<br>Attn: Banking Products<br>Services Agency |

**~~DEADLINE TO OBJECT TO TRANSFER~~**

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_  
CLERK OF THE COURT